

**MODIFICATION # 2  
TO  
CONTRACT NUMBER VA-040401-SPNT  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
SPRINT COMMUNICATIONS COMPANY**

This MODIFICATION # 2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) formerly "DIT" (Department of Information Technology), and SPRINT COMMUNICATIONS COMPANY, L.P., ("SPRINT"), hereinafter referred to as "Contractor". This Modification # 2 is hereby incorporated into and made an integral part of Contract VA-040401-SPNT, as amended.

The purpose of this Modification # 2 is to make the following additions and changes to the scope of work and to extend the contract term and pricing of the State's contract with Sprint for CapTel services.

Specific additions and changes are made to the original contract provisions as follows:

**I. Scope:**

A. Two-Line CapTel. Two-Line CapTel service is available as an enhancement to standard, single line CapTel service. The user must first subscribe to two telephone lines through their LEC and then request this service through the Sprint Account Manager in order to take advantage of Two-Line CapTel's enhanced features. With Two-Line CapTel, one analog phone line is used for voice and the second one is used for captioning (data). This allows for inbound calls dialed directly to the user to be captioned as well as calls made to 911 emergency services.

B. Roaming. Roaming allows CapTel users who are resident in the Commonwealth of Virginia to use their CapTel phones when in locations outside the geographic boundaries of the Commonwealth. Charges for all call minutes for CapTel phones registered to residents in Virginia will be billed to VITA.

**III. Contract Term:**

This Contract is extended for one year, through March 31, 2006. Beginning with the new contract year on April 1, 2005, the Commonwealth will cease to purchase the CapTel phones through the Contractor under this contract. The Commonwealth is responsible for the purchase and distribution of CapTel phones directly. It is mutually understood that the target number of CapTel phones Virginia will purchase and distribute will be 50 per month.

**IV. Invoicing for CapTel Services/Pricing:**

**Pricing:**

Starting April 1, 2005, the Commonwealth will pay the Contractor \$1.40 per Session Minute for every intrastate call minute generated by Virginia users plus the appropriate percentage of 800 and 900 toll call minutes. The Commonwealth also agrees to pay minutes of use at this same rate for all incoming calls made to Virginia Two-Line CapTel users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040401-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

SPRINT

BY: 

NAME: Don Rawlings

TITLE: Senior Contract Administrator

DATE: 2/9/05

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 2/14/05

**MODIFICATION # 1  
TO  
CONTRACT NUMBER VA-040401-SPNT  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
SPRINT COMMUNICATIONS COMPANY**

This MODIFICATION # 1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) formerly "DIT" (Department of Information Technology), and SPRINT COMMUNICATIONS COMPANY "SPRINT", hereinafter referred to as "Contractor". This Modification # 1 is hereby incorporated into and made an integral part of Contract VA-040401-SPNT, as amended.

The purpose of this Modification # 1 is to document both parties' agreement concerning addition of Contract Attachment C; Service Center Specifications that need to be included in the monthly reporting requirements.

Both above referenced parties hereby agree:

**1. Reference: Page 6 of 35, Section V. A., entitled; "Monthly Traffic Reports":**

The following bullets are being added to this Section. Replace Page 6 of 35 in its entirety, with the attached.

- **Average Speed of Answer**
- **Percent (%) calls answered in 10 seconds**
- **P.01 Blockage Rate**

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040401-SPNT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**SPRINT**

BY: \_\_\_\_\_

Signature

NAME: Don Rawlings

Printed or Typed

TITLE: Senior Contract Administrator

DATE: 11/6/04

**COMMONWEALTH OF VIRGINIA**

BY: \_\_\_\_\_

Signature

NAME: Teresa M. Hudgins

Printed or Typed

TITLE: Contract Officer

DATE: 4-9-04

Administrator to determine all types of data available for reporting purposes to set up any additional regular monthly reports.

**A. Monthly Traffic Reports**

Monthly traffic or call volume reports will capture all CapTel activity of one calendar month unless otherwise requested by the VDDHH Contract Administrator. The reports will be submitted to the VDDHH Contract Administrator in an electronic format no later than the 15<sup>th</sup> calendar day following the month of reported activity or the next scheduled working day for the Commonwealth if the 15<sup>th</sup> falls on a weekend or holiday.

The Contractor will maintain records regarding the number of CapTel Conversation and Session Minutes for the Commonwealth of Virginia. The Contractor will provide the Commonwealth with the following reports once a month:

- The total number of CapTel Service Conversation and Session Minutes delivered to the Commonwealth for the previous month.
- CapTel Service Conversation and Session Minutes per call will be totaled by day, week and month
- Average Call Information (per month)
  - Average call set-up time
  - Average conversation time
  - Average wrap-up time
- Average number of CapTel Service Conversation Minutes per User (per month)
- Highest number of CapTel Service Conversation Minutes for one user (per month)
- Total CapTel Service Conversation Minutes broken down by:
  - Interstate
  - Intrastate
  - Toll free (for outbound call)
- Average Speed of Answer
- Percent (%) calls answered in 10 seconds
- P.01 Blockage Rate

**B. Annual Report**

A required Annual Report will summarize operations for the contract year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. The annual report will be due to the VDDHH Contract Administrator within 60 calendar days of the end of the contract year reported.

**C. Consumer Feedback Reports and Annual Log Summary of Consumer Complaints**

1. Monthly Consumer Complaint reports will capture all customer feedback concerning CapTel. The reports will be submitted to the VDDHH Contract Administrator in an electronic format by the 15<sup>th</sup> of the month following the reporting period. Reports will capture the



**COMMONWEALTH OF VIRGINIA**

**AND**

**SPRINT**

**CONTRACT # 040401-SPNT**

# **CapTel Services**

**(Enhanced VCO Calls Using Voice-Recognition Software for Captioning)**

## Table of Contents

	Page
I. Scope .....	4
II. Contract Users .....	4
III. Contract Term.....	4
IV. Invoicing for CapTel Services//Pricing .....	5
V. Contractor Reporting Requirements .....	5
VI. Meeting Requirements .....	7
VII. Contractual Terms and Conditions .....	8
A. Applicable Laws and Courts.....	8
B. Anti-Discrimination.....	8
C. Ethics in Public Contracting.....	9
D. Immigration Reform and Control Act of 1986.....	9
E. Debarment Status .....	9
F. Antitrust.....	9
G. Payment.....	10
H. Modifications .....	11
I. Default.....	11
J. Taxes.....	11
K. Drug-Free Workplace.....	12
L. Nondiscrimination of Contractors .....	12
M. Insurance .....	12
N. Termination for Convenience of the Commonwealth.....	13
O. Testing and Inspection.....	14
P. Assignment of Contract.....	14
Q. Breach.....	14
R. Availability of Funds.....	15
S. Contractual Records.....	15
T. Prime Contractor Responsibility.....	15
U. Contractual Disputes.....	15
V. Limitation of Liability.....	16
W. Final Actual Involvement Report.....	17
X. Confidentiality of Information.....	17
Y. Services Phase-Out Period.....	17
Z. Registered Office Certification.....	18
AA. Price Escalation/Descalation.....	18

**VIII. Entire Agreement.....19**  
    **Contract Signature Page.....19**

**Attachment A: General Requirements .....20**  
**Attachment B: Service Specifications .....23**  
**Attachment C: Service Center Specifications .....28**  
**Attachment D: Facility Design and Access.....29**  
**Attachment E: Billing Standards / Access -Long Distance, Toll Calls**  
                    **& Flat Rate Calling Plans .....30**  
**Attachment F: Service Standards .....32**  
**Attachment G: Complaint Resolution and Maximum Customer Satisfaction .....33**  
**Attachment H: Communications Assistant (CA) Training.....35**

**I. Scope:**

This Contract establishes the provisions and contractual terms and conditions in which the Commonwealth of Virginia, through its Virginia Information Technologies Agency (VITA), hereinafter referred to as the "Commonwealth" and "VITA", 110 South 7<sup>th</sup> Street, Richmond, VA 23219, on behalf of the Virginia Department for the Deaf and Hard of Hearing (VDDHH) will purchase CapTel™ Services (CapTel), hereinafter referred to as "CapTel" from Sprint Communications Company (Sprint), hereinafter referred to as the "Contractor." Sprint has an office located at 13221 Woodland Park Road, Herndon, VA 20171.

This contract is for the provision of unrestricted, 24 hours/day, 7 days/week CapTel Services that allow enhanced voice carry over relay services for the Commonwealth's communicatively disabled individual's who are Profoundly Deaf and Able to Speak, Late-Deafened, Cochlear Implant Users, VCO and 2-Line VCO Users, Amplified Phone Users and Hard-of-Hearing individuals who have difficulty understanding speech over a traditional telephone.

**II. Contract Users:**

Citizens of the Commonwealth and all public bodies as defined by the *Code of Virginia*, §2.2-4301, herein after referred to as the "Users." The VDDHH will work directly with Weibrecht Communications, Inc., the distributor for CapTel equipment, to direct equipment distribution to appropriate Users when phones are provisioned via this Contract.

**III. Contract Term:**

This Contract takes effect on the date of its final execution by both parties. The initial "Term" of this Contract will be for the period ending on March 31, 2005. The parties, upon mutual agreement, may renew the Contract for up to six (6) additional one (1) year periods on April 1<sup>st</sup> of each subsequent year. The parties will enter into negotiations regarding renewal of the Agreement approximately ninety (90) days prior to the expiration of the original term or any extension thereof. During the initial term of the Contract, the Commonwealth will purchase the CapTel Service to include up to 50 CapTel phones per month (600 per year). At the time of the first renewal (second year of the Contract) and any subsequent renewal, the Commonwealth will determine its intent to purchase CapTel services with or without phones or both.

On April 1, 2004, the Contractor will begin providing CapTel services.



**IV. Invoicing for CapTel Services/Pricing:**

The Contractor agrees to invoice the Commonwealth monthly in arrears. Invoices should be sent to:

Commonwealth of Virginia  
Department for the Deaf and Hard of Hearing  
Relay and Outreach Manager  
1602 Rolling Hills Drive, Suite 203  
Richmond, VA 23229-5012

**Pricing:**

During the initial term of this Contract, the Commonwealth will pay the Contractor **\$1.62 per Session Minute for every intrastate call minute generated by Virginia users plus the appropriate percentage of 800 and 900 toll call minutes. This rate includes the provision of up to 50 CapTel phones per month.** CapTel service is only accessible with CapTel phones.

Per Contract Section III herein, entitled "Contract Term", the decision will be made by the Commonwealth at the time of renewal if the subsequent renewal will include OR exclude the provision of CapTel phones. **If the Commonwealth elects to contract for the Service w/o the provision of CapTel phones, the cost for Year 2 will be \$1.45 per Session Minute for every intrastate call minute generated by Virginia users, plus the appropriate percentage of 800 and 900 toll call minutes.** CapTel phones will be purchased separately in accordance with the Virginia Public Procurement Act.

**V. Contractor Reporting Requirements:**

The Contractor will provide reports as designated in the following items in an electronic format compatible with Microsoft Office products according to the schedules indicated. All reports will become the property of the Commonwealth (VDDHH), e.g., not copyrighted by the provider, and will become public record. In addition to the designated reports, the Contractor will provide additional periodic, ad hoc, or other reports as requested by the Commonwealth/VDDHH within reason and acknowledging that this Agreement does not include the additional outreach or account manager options. All reports will be presented in both tabular and simple graphic format unless otherwise approved by the VDDHH or VITA Supply Chain Management (SCM) Integrated Sourcing Telecommunications and Networking Team. The Commonwealth may modify the data collected and required report formats at any time. When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the Commonwealth will give at least thirty days notice before the date the report is due. If the requested reports require considerable effort to develop or produce, VDDHH agrees to entertain the Contractor's proposal for the additional cost of the requested report. The Contractor will, upon the request of the Commonwealth, provide the Commonwealth with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contractor will meet with the VDDHH Contract

Administrator to determine all types of data available for reporting purposes to set up any additional regular monthly reports.

**A. Monthly Traffic Reports**

Monthly traffic or call volume reports will capture all CapTel activity of one calendar month unless otherwise requested by the VDDHH Contract Administrator. The reports will be submitted to the VDDHH Contract Administrator in an electronic format no later than the 15<sup>th</sup> calendar day following the month of reported activity or the next scheduled working day for the Commonwealth if the 15<sup>th</sup> falls on a weekend or holiday.

The Contractor will maintain records regarding the number of CapTel Conversation and Session Minutes for the Commonwealth of Virginia. The Contractor will provide the Commonwealth with the following reports once a month:

- The total number of CapTel Service Conversation and Session Minutes delivered to the Commonwealth for the previous month.
- CapTel Service Conversation and Session Minutes per call will be totaled by day, week and month
- Average Call Information (per month)
  - Average call set-up time
  - Average conversation time
  - Average wrap-up time
- Average number of CapTel Service Conversation Minutes per User (per month)
- Highest number of CapTel Service Conversation Minutes for one user (per month)
- Total CapTel Service Conversation Minutes broken down by:
  - Interstate
  - Intrastate
  - Toll free (for outbound call)

**B. Annual Report**

A required Annual Report will summarize operations for the contract year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiates, service performance, and traffic projections for future years. The annual report will be due to the VDDHH Contract Administrator within 60 calendar days of the end of the contract year reported.

**C. Consumer Feedback Reports and Annual Log Summary of Consumer Complaints**

1. Monthly Consumer Complaint reports will capture all customer feedback concerning CapTel. The reports will be submitted to the VDDHH Contract Administrator in an electronic format by the 15<sup>th</sup> of the month following the reporting period. Reports will capture the

nature and type of feedback, customer or call information, and any attempts, either successful or unsuccessful, to reach complaint resolution. Consumer complaints are to be addressed to both the VDDHH and to CapTel Customer Service – not directly to Sprint. Both the VDDHH and CapTel Customer Service will submit the customer complaints received to the Sprint Account Manager by the 10<sup>th</sup> of the month following the reporting period. Sprint's Account Manager will then compile and submit the Consumer Complaint Report along with its monthly invoice.

2. In addition to these monthly detailed feedback reports, an annual narrative report and log summary will be prepared and provided to the VDDHH Contract Administrator for submission to the FCC. The deadline for the annual narrative and summary is 15 calendar days prior to the FCC published due date for the log.

**D. Quarterly NPA/NXX Report of CapTel Traffic**

Spreadsheet representations of CapTel traffic by area code, local exchange lines, and unduplicated number of calls will be provided to the VDDHH Contract Administrator on a quarterly basis by the Contractor.

**E. Small Businesses, Minority and Women-owned Businesses Reporting Requirement (SWAM)**

The Contractor will submit quarterly reports to the VITA Supply Chain Management Integrated Sourcing Telecommunications and Networking Team, via e-mail. Quarterly reports are to show actual SWAM-owned business subcontract results. The report will provide a list to include the following:

1. SWAM-owned business subcontractors, the dollar value of each subcontract;
2. A description of the type of work to be performed under each subcontract; and
3. A telephone number and contact name for each subcontractor.

This information is to be provided **separately** for small businesses, minority-owned businesses and women-owned businesses.

**VI. Meeting Requirements**

The Contractor will meet in person or via video or teleconferencing equipment with VDDHH staff on a quarterly basis, or as otherwise requested by the VDDHH Contract Administrator.

## **VII. Contractual Terms and Conditions**

### **A. Applicable Laws and Courts**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **B. Anti-Discrimination**

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**C. Ethics in Public Contracting**

The Contractor certifies their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**D. Immigration Reform and Control Act of 1986**

Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**E. Debarment Status**

The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this Contract, nor are they an agent of any person or entity that is currently so debarred.

**F. Antitrust**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

**G. Payment**

1. To Prime Contractor:

- a) Invoices for items/services ordered, delivered and accepted will be submitted by the Contractor directly to the payment address shown in this Contract. All invoices will show the state Contract number and the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This will not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this Contract, that are to be paid for with public funds, will be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d) The following will be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth will promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a) The Contractor awarded this Contract is hereby obligated:
  - 1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the

proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

- 2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- 3) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

#### **H. Modifications**

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Contract will be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

#### **I. Default**

In case of failure to provide services in accordance with the Contract terms and conditions, the Commonwealth, after due written notice, may procure those services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy will be in addition to any other remedies which the Commonwealth may have.

#### **J. Taxes**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract will usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**K. Drug-Free Workplace**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

**L. Nondiscrimination of Contractors**

The Contractor will not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**M. Insurance**

The Contractor certifies that it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the it and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.



**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit.  
Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

**N. Termination for Convenience of the Commonwealth**

This Contract may be terminated for the convenience of the Commonwealth for any reason by delivering to the Contractor a notice of termination specifying the extent to which performance under the Contract is terminated, and the date of termination. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the Contract on the date and to the extent specified.

If the Contract is for commercial items sold in substantial quantities to the general public and no specific identifiable inventories were maintained exclusively for the Commonwealth's use, no claims will be accepted by the Commonwealth. Payment will be made for items shipped prior to receipt of the termination notice, unless otherwise specified in the Contract.

If the Contract is for items being produced exclusively for the use of the Commonwealth, and raw materials or services must be secured by the Contractor from other sources, the Contractor shall order no additional materials or services except as may be necessary for completion of any portion of the work which was not terminated. The Commonwealth may direct the delivery of the fabricated or nonfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work, or direct the Contractor to sell the same, subject to the Commonwealth's approval as to price. The Contractor may, with the approval of the Commonwealth, retain the same, and apply a credit to the claim. The Contractor must complete performance on any part of the Contract not terminated.

The Contractor must submit any termination claim within 120 days after receipt of the notice of termination, or such longer period as the Commonwealth for good cause may allow. This claim will be in a form and with certifications prescribed by the VITA Supply Chain Management Office. The claim will be reviewed and forwarded with appropriate recommendations to the requisitioning

agency and/or the appropriate assistant attorney general for disposition in accordance with the *Code of Virginia*, §2.1-127.

**O. Testing and Inspection**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the requirements of the Contract.

**P. Assignment of Contract**

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract are not assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency (VITA's) written consent, and that any purported assignment or transfer without such consent will be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the procedure for any such assignment and the effective date of the assignment will be as follows. The Contractor will provide the VITA Supply Chain Management (SCM) office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights will not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. Supply Chain Management of VITA will promptly notify the Contractor of any assignment notice it receives

**Q. Breach**

The Contractor will be deemed in breach of this Agreement if the Contractor (a) fails to provide any Service within the time limits set forth in this Agreement; (b) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Services. All costs for deinstallation will be borne by the Contractor. In no event will any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

**R. Availability of Funds**

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

**S. Contractual Records**

The Contractor will make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

**T. Prime Contractor Responsibility**

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

1. The Contractor will act as prime Contractor for the procurement and maintenance of the entire proposed configuration and will be the sole point of contact with regard to all obligations under this Agreement.
2. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

**U. Contractual Disputes**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, will be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which

the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The purchasing agency will render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia. Prior to invoking a claim, administratively or legal; the Contractor agrees to submit such claim to Alternative Dispute Resolution.

In the event of any breach by the Commonwealth, Contractor's remedies will be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event will the Contractor's remedies include the right to terminate any license or support services hereunder.

#### **V. Limitation of Liability**

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to the Commonwealth caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract or for breach will not exceed the amount paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. This limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to Contractor's liability arising from: (a) personal injury or death; (b) defect or deficiency caused by intentional misconduct or reckless indifference on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to indemnification or reimbursement.

**W. Final Actual Involvement Report**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report will include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>ADDRESS AND</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
<u>PHONE NUMBER</u>				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

**X. Confidentiality of Information**

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the commonwealth's or any users' or other manufacturer, contractor or distributor whereby contractor or any contractor's personnel may gain access while engaged by the commonwealth or while on commonwealth's or user premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the commonwealth or user are strictly prohibited. The restrictions herein will survive the termination of this Agreement for any reason and will continue in full force and effect and will be binding upon the contractor, his agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of contractor following any termination. Contractor will advise all Contractor's agents, employees, successors, assigns and subcontractors which are engaged by the commonwealth of the restrictions, present and continuing, set forth herein. Contractor will defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

**Y. Services Phase-Out Period**

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the

Contractor will furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services will be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services will be furnished on a month-to-month basis at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

**Z. Registered Office Certification**

A Contractor who is a corporation, domestic or foreign stock or nonstock corporation limited liability company or registered limited liability partnership authorized to transact business in the Commonwealth must certify that they will continuously maintain a registered office in the Commonwealth which may be the same as any of its places of business and a registered agent, who will be a resident of the Commonwealth and either an officer or director of the corporation or a member of the Virginia State Bar, and whose business office is identical with such registered office pursuant to Title 13 of the Code of Virginia. A Contractor who is a sole proprietorship or partnership must certify that it maintains an office in the Commonwealth and name an individual who is a resident of the Commonwealth to serve as its registered agent for purposes of service of process.

Sprint Communications Company, L.P.  
Contractor's Registered Agent:

**Corporation Service Company**  
**11 S. 12<sup>th</sup> Street**  
**P. O. Box 1463**  
**Richmond, VA 23218**

**AA. Price Escalation/Descalation**

No price increase will be authorized during the initial term of the contract (approx. 1 year through March 31, 2005). Following the initial term and each twelve (12) months thereafter price increases may be authorized only where verified to the satisfaction of the Commonwealth. Pricing for Year 2 of the Contract if for CapTel services w/o phones will be as provided for in Section V, entitled: "Invoicing for CapTel Services/Pricing". Price increases allowed shall not be retroactive.

Prior to the Commonwealth's option to renew the Contract, the Contractor is to give not less than thirty (30) days advance written notice of any proposed price

increase to the Commonwealth. Any approved price changes will be effective only at the beginning of the renewal term. The Contractor will document the proposed amount with the request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and 2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply CapTel services to the Commonwealth. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

**VIII. ENTIRE AGREEMENT.** This Contract and all attachments thereto contain all the terms and conditions agreed upon by the Contractor and the Commonwealth. No oral agreements or representations will be valid or binding upon VITA, Contract User, or the Contractor unless expressly contained herein or by a written modification to this Contract, which is not in conflict with the terms and conditions of this Contract. The effective date of this Contract will be the date last ascribed herein below.

**IN WITNESS WHEREOF,** the Contractor and the Commonwealth have caused this Contract to be executed, on the dates shown below their respective names.

**Sprint**

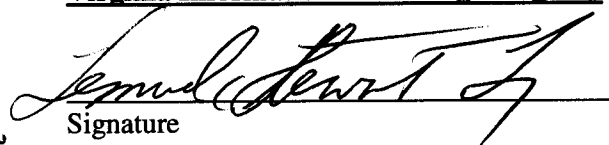
  
Signature

Print name: Karen King

Title: Manager, Government Contracts

Date: March 5, 2004

**Commonwealth of Virginia**  
**Virginia Information Technologies Agency**

  
Signature

Print name: LEMUEL C STEWART JR

Title: CIO OF THE COMMONWEALTH

Date: 3-9-2004

**ATTACHMENT A**  
**To**  
**Contract VA -040401-SPNT**

**General Requirements**

The Contractor will provide an unrestricted, 24 hours/day, 7 days/week CapTel™ Services (CapTel), that allow Relay for the Commonwealth's communicatively disabled individual's who are Profoundly Deaf and Able to Speak, Late-Deafened, Cochlear Implant Users, VCO and 2-Line VCO Users, Amplified Phone Users and Hard-of-Hearing individuals who have difficulty understanding speech over a traditional telephone

- 1) The Contractor will establish and operate the CapTel in compliance with Contract specifications. The establishment of this service will include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the CapTel Service.
- 2) The Contractor is to ensure compliance with the primary purpose of the CapTel Service, which permits the user to simultaneously both hear what the other party is saying (depending on the degree of hearing the user may have) and read what the other party is saying.

CapTel Service works by incorporating Voice Recognition Technology into a system that allows for complete user control.

CapTel Service results in:

- No call set-up
- Natural conversational flow with invisible/transparent Captioner
- High speed transcription
- High Accuracy Rate

The following is required for the provision of the CapTel Service:

- A Relay Service that provides Captions using advanced CapTel Voice Recognition Technologies.
  - A CapTel telephone designed specifically to interact with CapTel Relay. This device displays Captions simultaneously, along with spoken conversation.
3. CapTel is provided by CapTel, Inc. The Contractor will be responsible for coordinating and managing all aspects of CapTel Services for the



Commonwealth and will be the Commonwealth's single point of contact. CapTel, Inc. will manage the CapTel Service Center with traffic carried on the Sprint Network.

4. The Contractor's point of contact is

Randy Murbach, Account Manager  
Sprint  
401 9th Street NW, Suite 400  
Washington, DC 20004  
(202) 585-1900 V, 202-585-1840 TTY  
202-585-1841 Fax  
randy.g.murbach@mail.sprint.com

This individual will serve as the Contractor's primary point of contact for the Commonwealth. In addition, this individual will be ultimately responsible for customer relations, ensuring that all customers, from the Commonwealth's Contract Administrators to CapTel end users are fully satisfied with the quality of the CapTel service. Upon request and within reason considering that there is not a full time account manager assigned to this contract, this individual or a designee will attend advisory council meeting to provide updates, trends and statistics to the members, as well as attending various consumer functions.

The Contractor will provide limited assistance and advisement to the Commonwealth on the development of all marketing activities and will consult with the VDDHH Contract Administrator on setting goals, and formulating action plans to target potential CapTel users and the provision of Outreach services.

The Contractor will coordinate the tracking of all customer complaints and comments, maintaining complaint logs, and providing reports as required herein.

5. Responsibilities of VDDHH

The successful performance of this Contract requires the cooperation and coordination between the Contractor (Sprint), its subcontractor, CapTel, Inc. (CTI), its CapTel equipment supplier; Weitbrecht Communication, Inc. (WCI) and VDDHH,. CapTel service is not accessible without a CapTel phone. VDDHH will work directly with WCI to provision and distribute phones to appropriate Virginia Users. Because of VDDHH's involvement with the CapTel equipment, it is likely that VDDHH will be where some Virginia Users address their questions and complaints. VDDHH should direct all such calls to the CapTel Customer Service number. For those calls and complaints that VDDHH does not forward to the CapTel Customer Service, VDDHH

will assume responsibility for creating and maintaining a record of the call and complaint. VDDHH will forward a summary of all such calls and complaints to the Contractor Account Manager for compilation into the monthly report.

**ATTACHMENT B**  
**To**  
**Contract VA-040401-SPNT**

**Service Specifications**

1. CapTel Operators will adhere to the following minimum standards:
  - a. The Operator will be trained to caption the words spoken by the hearing party as accurately as reasonably possible without intervening in the communications. The Operator is permitted to provide background noise identification.
  - b. The Operator will not maintain any records of conversation content and will keep the existence and content of all calls confidential;
  - c. The Operator will be required to meet the FCC standards for TRS minimum transcription speed;
  - d. The Operator will not limit the length of a call and will stay with the call for a minimum of ten minutes when answering the placing a call;
  - e. Personnel supporting CapTel will have the requisite experience, expertise, skills, knowledge, training and education to perform CapTel services in a professional manner.
2. The CapTel Service will allow CapTel users to place all network call types commonly supported by TRS, including but not limited to:
  - a. Intrastate
  - b. Interstate
  - c. Toll free
  - d. 911
  - e. Pay per call services
3. The following calls are not applicable or not provided with the CapTel Technology
  - a. Coin-sent paid calls
  - b. All non-English Language calls, except for Spanish Language calls.
  - c. Any TRS call which is not a CapTel call, including but not limited to:

- VCO
- HCO
- STS
- VRS
- 2-line VCO
- TTY calls, or any other non-CapTel call.

4. Disaster Recovery Plan

a. Notification Procedure

- 1) The Contractor will provide notification immediately if there is any type of natural or man-made problem that causes complete (100 percent) loss of the CapTel Service Relay Center. Notification will occur after confirmation by the Contractor that the Center is experiencing a problem of such magnitude. Performance at the Center is monitored continuously 24 hours a day, seven (7) days a week.

The Contractor will assess the problem and contact will be made by telephone. (The Contractor will leave a message for a call back if the VDDHH Contract Administrator is unavailable.) After the incident, the Contractor will send a follow-up letter and/or e-mail to the VDDHH Contract Administrator to document the occurrence.

- 2) The Contractor will provide notification immediately of any partial loss of service in excess of 15 minutes that is service affecting. Examples of such a loss in service include accidental switch rebooting, loss of transmission facilities through the telephone network, terrorist attack, bomb threat or other work stoppage, or sudden loss of CapTel Operator position capabilities.

In cases of partial loss of service, such as several inoperable CapTel Operation positions, local area network outages, the CapTel Center on-site technician will notify CapTel Service Center to schedule repair. Only those partial losses of service that are service affecting in excess of 15 minutes will be called into the VDDHH Contract Administrator. If the problem is within the CapTel Center, maintenance can usually be performed by the on-site technicians. Hardware spares are retained at the Center to allow for the most common

type of repair required without the ordering of additional equipment.

b. Time Frames for Service Restoration

1) Complete loss of service due to equipment

- Normal business day – A technician is on-site during the normal business day. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.
- Outside of the normal business day – A technician will be on-site within four (4) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems within two (2) hours.

2) Due to Utilities or Disaster at the Center

Service will be restored as soon as the utility is restored provided the equipment was not damaged. If the equipment was damaged then refer to the timing in the statement in paragraph 1) above.

3) Due to Telco Facilities Equipment

A technician will be dispatched as necessary. The normal Telco escalation procedures for a partial outage will apply:

- Two (2) hours at first level,
- Four (4) hours at second level
- Eight (8) hours at third level

These hours of escalation are all during the normal business day, so a trouble ticket may be extended from one day to the next.

4) Partial loss of service – Due to Equipment

- Normal business day – A technician is on-site during normal business hours. The technician will provide parts and/or resources necessary to expedite repair of the most common problems within four (4) hours.
- Outside of the normal business day – A technician will on-site within eight (8) hours. The technician will then provide parts and/or resources necessary to expedite repair of the most common problems with four (4) hours.

- 5) Due to Position Equipment  
A technician will be on-site within eight (8) hours, provided there are not enough positions working to process the forecasted traffic volumes. The technician will provide parts and/or resources necessary to expedite repair within 48 hours. If there are enough positions functional to process the forecasted traffic, the equipment will be repaired as necessary.
- 6) Due to Telco Facilities Equipment  
A technician will be dispatched as necessary by the Contractor. The normal Telco escalation procedures for a partial outage will apply:
- Eight (8) hours at first level
  - Twenty-four hours at second level

These hours of Telco escalation are all during the normal business day, so a service request may be extended from one day to the next.

- c. Trouble Reporting Procedures  
The following information will be required when reporting any non-service affecting troubles to CapTel Customer Service, during normal business hours:

- Callers Name
- Contact Number
- Calling to / Calling from if applicable
- Description of the trouble

Non-service affecting trouble calls will be reported to Customer Service during normal business hours, 9:00 a.m. to 6:00 p.m. Eastern, Monday through Friday. This does not include Saturday, Sunday and holidays.

Hours outside the normal business day are 6:00 p.m. to 9:00 a.m. Eastern, Monday through Friday.

### CapTel Service Escalation Procedures

Level	Escalation Procedure	Point of Contact (POC)	Phone Number
1	Trouble Call	Sprint Account Manager: Randy Murbach	(202) 585-1900 <a href="mailto:randy.g.murbach@mail.sprint.com">randy.g.murbach@mail.sprint.com</a> Pager: <a href="mailto:rmurbach@sprintpcs.com">rmurbach@sprintpcs.com</a>
2	Sprint Technical Representative	Sprint Business Development Manager: Heather Kostechnik	1-913-661-8688 1-973-707-6341 heather.l.kostelnick@sprint.com
3	Sprint Relay Branch Director	Paul Ludwick	1-913-661-8927 ofc 1-913-219-4476 cell <a href="mailto:paul.w.ludwick@mail.sprint.com">paul.w.ludwick@mail.sprint.com</a>
4	Sprint Relay Senior Director	Mike Ligas	1-703-904-2210 <a href="mailto:Mike.ligas@mail.sprint.com">Mike.ligas@mail.sprint.com</a>

All calls concerning customer service issues are to be placed by dialing CapTel Customer Service at 1-888-269-7477. A Customer Service agent will take information concerning the callers' location, telephone number, number caller is attempting to dial and any recorded messages that might have been played.

The Contractor will provide CapTel service from the CapTel Service Center currently in Madison, WI. The Center is equipped with redundant systems for power, ACD/telecom switching equipment, call processing servers, data network servers and LAN gear. Most equipment failures can be corrected without complete loss of service.

5. FCC Regulations - All current standards and regulations and any future standards implemented by the FCC relating to CapTel adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this Contract, whether or not said standards are specifically mentioned, named, or referred to in this Contract. The Commonwealth may negotiate with the Contractor in the event of FCC mandated changes in the provision of CapTel services, which require an increase in price.

**ATTACHMENT C**  
**To**  
**Contract VA-040401-SPNT**

**Service Center Specifications**

1. The Contractor will provide CapTel services from the CapTel Service Center.

The Center will:

- a. Provide CapTel service 24 hours a day, 7 days a week and 365 days a year.
- b. Supply adequate staffing to provide CapTel users, under the agreed upon volumes, with 85% of the calls being answered in 10 seconds or less on a daily basis.
- c. Comply with P.01 customary TRS industry standards.
- d. Allow users to access their chosen interexchange carrier (IXC)
- e. Have established procedures to route emergency calls to the appropriate Public Safety Answering Point (PSAP) or as may be required by the FCC.
- f. Allow CapTel users to utilize alternate billing arrangements; for example, collect, third number, person to person, calling card, credit card and 900 number services.
- g. Have auxiliary power for operation during commercial power failure.



**ATTACHMENT D**  
**To**  
**Contract VA-040401-SPNT**

**Facility Design and Access**

Workspace Accommodations for Call Privacy and Confidentiality - The Contractor will ensure that the equipment and structural accommodations made to the operator workspace will ensure the total confidentiality of CapTel user's calls, and prevent the CapTel users on one call from overhearing a CapTel Operator processing another call. Such incidents will be considered a breach of confidentiality on the part of the Contractor.

**ATTACHMENT E**  
**To**  
**Contract VA-040401-SPNT**

**Billing Standards / Access- Long Distance,  
Toll Calls & Flat Rate Calling Plans**

- 1) Ask for Carrier of Choice – Standard procedures will require CapTel users to contact CapTel Customer Service to request their carrier of choice, as required. Customer Service will provide a list of participating carriers if needed or upon request.
- 2) Carrier of Choice Not Available - If the inbound caller's Carrier of Choice is unavailable via CapTel; CapTel Customer Service will provide a list of available carriers for the customer upon request. If the caller accepts having his/her call placed by the Contractor, the call will be billed to the caller at the provider's appropriate rate.
- 3) Carrier of Choice Is Available - The Contractor's Carrier of Choice (COC) feature will automatically route COC requests via the customer's requested carrier's network so that the call can be billed appropriately by that carrier. Customers will be able to process paid billing or operator assisted call handling (calling card or phone debit cards) for their COC requests and the call will be processed accordingly.
- 4) Inbound Domestic Calls - The Contractor will, at no cost to the person placing the call, provide toll free inbound service to the CapTel Center from within the United States for placing a call to a CapTel user.
- 5) Land-line Flat Rate Calling Plans - The Contractor will ensure that a customer having an expanded flat rate calling plan is able to place calls through CapTel to points within the expanded local calling area without incurring any charge for the call. The databases used by the Contractor to determine whether a call is local or local-toll are updated on a monthly basis. Subscribers to optional EAS plans offered by some LEC's are handled manually. In the event of a customer issue regarding incorrect billing for a traditionally "free" local call, the complaint is forwarded to the CapTel Customer Service, where the fix is made. Once this is accomplished, the customer will not be billed for those calls.
- 6) System Billing Process - The Contractor will ensure that call detail record generation will be automated and available for audit.
- 7) Invoicing/Billing Record - The billing account record will contain, at a minimum, the following information:

- a. Telephone number or credit/calling card number to be billed (NPA-prefix-line number)
- b. Originating telephone number (NPA-prefix-line number)
- c. Terminating telephone number (NPA-prefix-line number)
- d. Date
- e. Start time (the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number)
- f. End time (the time when either the called party or the calling party hangs up; whichever occurs first)
- g. The Contractor may bill in six (6) second increments when measuring call length.

**ATTACHMENT F**  
**To**  
**Contract VA-040401-SPNT**

**Service Standards**

The CapTel Service will meet or exceed the following service standards:

- 1) Operate the CapTel Center 24 hours per day, 7 days per week, and 365 days a year.
- 2) No restrictions on the length or number of calls placed by customers.
- 3) The average daily blockage rate for all calls into the CapTel Center will be no greater than P.01. Blockage rate will be measured by sampling the number of calls being blocked for each 24-hour period.
- 4) Average Speed of Answer (ASA) Requirements:
  - a. The Contractor will meet an average daily answer time of eighty-five percent (85%) of all incoming calls within ten (10) seconds over each 24-hour period. ASA is measured by an average of actual answer times calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages.
  - b. Measurement of ASA will begin when the provider's switch (ACD – Automatic Call Distribution) accepts the call from the local exchange carrier (LEC) and the public switched network delivers the call to the CapTel Center. The CapTel Center will accept all calls immediately when offered by the LEC (without delay) or return a busy signal. Measurement of speed of answer will continue until the accepted call is either abandoned or answered by a live operator ready to relay the call. This will not include a live operator or other individual answering the call to determine call mode or for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call.
- 5) Any call not answered within 90 seconds will be considered a blocked call and reported accordingly.

**ATTACHMENT G**  
**To**  
**Contract VA-040401-SPNT**

**Complaint Resolution and Maximum Customer Satisfaction**

- 1) 9:00 a.m. - 6:00 p.m. Eastern, Monday thru Friday, excluding holidays  
On-site Complaint Resolution Process:

The Contractor will include the procedure for handling complaints, inquiries, and comments regarding CapTel.

- a. Customer Complaints are to be directed to and handled by the CapTel Customer Service Center. It is also expected that some complaints will come in to VDDHH. Both of these services will be required to maintain a complete record of all complaints received and forward those to the Sprint Account Manager on a monthly basis.
  - b. Complaint Forwarded to the Department – Filed Complaints should include customer contact information if given, operator number, nature of complaint, resolution or immediate steps taken toward a resolution. All complaints and relevant information concerning the complaint will be forwarded to the VDDHH Contract Administrator by the Contractor's Account Manager on a monthly basis.
  - c. Complaints Not Immediately Resolved - Complaints not resolved within 24 hours will have all follow up information included in the monthly reports and forwarded to the VDDHH Contract Administrator and will include any follow up steps that were required.
  - d. Customer Contact Information - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing.
  - e. Customer Follow Up - Customer complaints will be followed up with a letter to the Customer that will clearly indicate the problem reported and steps taken toward resolution, with a copy to the VDDHH Contract Administrator.
  - f. The Department reserves the right to intervene or advocate on behalf of the customer at any time during the resolution process.
- 2) Monthly Complaint Reports - Monthly reports concerning complaints are to be submitted to the VDDHH Contract Administrator.
- 3) Annual Complaint Log Summary - A TRS Annual Log Summary of Consumer Complaints will be prepared for the Department. This log will include the reporting period of June 1 of the previous year to May

31 of the current year. The Log must be received in electronic format by the VDDHH Contract Administrator no later than June 15 of the current year.

- 4) Complaints in Violation of the FCC TRS Order - Complaints related to issues of any violation of the FCC TRS Order are to be clearly marked as such.
- 5) Customer Information and Referral Calls - The Contractor will have all information and referral calls referred to the VDDHH Information and Referral Services number (800-552-7917).

**ATTACHMENT H**  
**To**  
**Contract VA -040401-SPNT**

**Communications Assistant (CA) Training**

The Contractor's plan for providing ongoing training to operators, at a minimum, is as follows: (The VDDHH Contract Administrator must approve all plans.)

- **Caller's Name Not Required**  
Callers will not be required to give their full names or the full name of the party they are calling. This information will not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the operator may ask for that information and explain the purpose for doing so. However, the operator will not refuse to process a call if the caller refuses to give full names.

The Contractor's standing policy is that no personal information is to be required from any customer except in the interest of call facilitation, which is very narrowly defined in order to avoid breach of transparency. It is also standing policy that a CapTel CA will never refuse to process any call for any reason; such refusal would constitute call abandonment, which is subject to disciplinary action.

All CapTel CA's are required to sign the Pledge of Confidentiality, promising not to disclose the identity of any caller, fellow CapTel CA, or any information learned during the course of CapTel calls. This applies to all CapTel Service personnel during the period of employment and after termination of employment.

In addition, Section 8.01-44.3 of the Code of Virginia prohibits the divulgence of communications by qualified interpreters or communication assistants (CA's). Such divulgence is defined as a civil offence punishable by recovery of actual damages or \$100.00 whichever is greater.